

1882-009 Chancery Causes: J. K. P. Barron & vs. Adm. of A. J. Collier &  
Lee Co.

Williams, Dale, Shoemaker, Hamblen, Gilley, Hyatt, Sheppard,  
Shupe, Scott, Jones, Bailey

CA-Estate Dispute  
T-Property



To the Hon<sup>ble</sup> A Kelly Judge of the  
Circuit Court of Lee County,

Humbly complaining sheweth unto  
your honor your orator & oratrices  
A.C. Williams & Mary J Williams  
his wife, David L Collier Samuel  
A Collier J.K.P. Barron, Henry P,  
Dale, J.V. Shoemaker and W.P. Shoemaker  
her husband, George H. Dale, Wm B,  
Dale & Isaac H Dale, the last two  
of whom are infants and sue by  
A.C. Williams their next friend  
that heretofore to wit: on the day  
of 18 Aaron J Collier departed  
this life, <sup>insane</sup> the owner of valuable real  
and personal property, leaving  
a widow Sarah Collier and the  
following children & grandchil-  
dren & heirs viz: Malinda Collier  
who intermarried with one George  
W. Shupe, who is now dead, George<sup>(2)</sup>  
L Collier, Mary J Collier, who<sup>(3)</sup>  
intermarried with your orator  
Albert L Williams, Lucinda<sup>(4)</sup>



Collier who married John H. Dale  
 both of whom are now dead  
 leaving the following children  
 and heirs viz: Henry P. Dale, J. V.  
 Dale who married W. P. Shoemaker  
 George H. Dale, Wm B. Dale and  
 Isaac H. Dale, the last two of whom  
 are infants, John<sup>(5)</sup> B. Collier, Francis<sup>(6)</sup>  
 M. Collier who is dead leaving  
 two children theirs viz: Your orators  
 David L. Collier and Samuel  
 A. Collier, Thomas<sup>(7)</sup> B. Collier,  
 Isaac H. Collier<sup>(8)</sup>, Hannah<sup>(9)</sup> Collier  
 who married Enoch R. Hyatt, Eliza-  
 beth Collier<sup>(10)</sup> who married Jno B. Sheppard,  
 James<sup>(11)</sup> H. Collier, Wm J. Collier<sup>(12)</sup>  
 America<sup>(13)</sup> Collier (who is an idiot)  
 Frances<sup>(14)</sup> Collier & Ardella<sup>(15)</sup> Collier  
 the last three of whom are infants

Your orator & oratrices further  
 represent that Administration upon  
 said estate was committed to Cha<sup>s</sup>  
 L. Hamblen Sheriff of Lee County who  
 by virtue of his office became the



administrator of the said estate,  
 Your orators & oratrices further shew  
 unto your honor that W<sup>m</sup> N. G. Barron  
 has become the owner by purchase  
 of the entire interest of the following  
 heirs, in the personal Estate of  
 A. J. Collier Dec<sup>d</sup> viz: George L. Collier  
 John B. Collier, W<sup>m</sup> J. Collier, Thomas  
 B. Collier, Isaac N. Collier and Hannah  
 Hyatt. That John B. Gilley & James  
 N. Collier are the owners by purchase  
 of the interest of Sarah Collier  
 the widow, and Malinda Shupe,  
 and that the said John Gilley and  
 James N. Collier are the guardians  
 of America Collier Frances Collier  
 & Ardulia Collier, Your orators  
 & oratrices further represent that  
 J. K. Barnes is the owner by purchase  
 of the interest of John B. Sheppard & wife  
 in said Estate, Your orators &  
 oratrices further represent that the  
 principal part of the personal assets  
 of said Estate consisted of a large



debt due from James F. Jones  
 Jones, upon which a judgment  
 was obtained many years ago  
 and a lien was thereby secured  
 upon a large and valuable real  
 Estate situated in Lee County, ample  
 and sufficient to fully secure  
 the payment of the debt. Upon  
 this judgment an execution was  
 issued and levied upon the  
<sup>and a forthcoming bond executed</sup>  
 personal property of said Jones,  
 thereby doubly securing the debt,  
 when the said debt was in this  
 condition the said J. F. Jones &  
 C. L. Hamblin agreed as aforesaid  
 made an arrangement by which  
 the said Jones executed his  
 three notes payable in one two  
 and three years from date with  
 interest at ten percent, to the  
 distributees of said estate  
 and further executed a deed  
 of trust on a tract of land to  
 secure the payment thereof, upon



the execution of the said deed of trust the said Humble Adair, executed a receipt to the said Jones in full against the said judgment, This was in Febr'y 1877, years after the judgment had been obtained and when in the meantime there had been a number of judgments rendered against said Jones creating liens to the amount of thousands of dollars prior to the deed of trust, Your orators & oratrices represent that the parties defendant to this bill as they are informed agreed to accept the said notes and the deed of trust from Humble Adair, in full settlement of their respective shares as distributees & the representatives of distributees in said estate and executed receipts to him but your orators & oratrices



never accepted the said notes  
 and deed of trust in any way  
 and did not recognize the trans-  
 action as binding upon them in  
 any way, They represent that  
 the action of the Admr in taking  
 the deed of trust & releasing  
 the lien of the judgment was  
 highly detrimental to the said  
 estate and inconsiderate &  
 careless, Your orators and  
 oratrices represent that by taking  
 the notes bearing ten per cent  
 interest the said Hambleu has  
 suffered a forfeiture of the whole  
 interest as was declared &  
 decreed by the Court in the  
 Chancery Cause of *St C Esse*  
*Eyre vs James F Jones et al* now  
 pending on your honors docket  
 to which reference is here made  
 Your orators represent that the  
 said Hambleu Admr has volun-  
 tarily placed the whole assets



7  
of the estate in a condition  
where they cannot be realized  
for several years if indeed  
they are ever realized, when  
as your orators & oratrices  
allege and aver they could  
have been by the use of due  
& ordinary diligence and  
prudence have long since  
fully collected ready for  
distribution. Your orators  
further allege that the said  
Hamblen as Adm'r has never  
made any settlement of  
his administration account  
showing the shares of the respective  
distributees in said estate  
and has never paid your  
orators & oratrices anything, they  
further allege that large sums  
of money ought long since  
to have been collected by  
the said Hamblen Adm'r &c  
and could have been collected



by him for which he is responsible  
and ought to be held to account  
they allege that a large judgment  
against James H. Jones amounting  
to the sum of \$

ought long since to have  
been collected, a copy of which  
judgment is filed as part of  
this bill marked "A", and  
your orators & oratrices ask your  
honor to consider this bill  
in connection with the case  
of Goss's Exrs vs Jones to  
which reference has already  
been made.

Your orators  
& oratrices are advised that the  
said Chas. L. Hamblen Admin of  
A. J. Collier Dec<sup>d</sup> should be  
required to make settlement  
of his accounts as such &  
pay over to the distributees  
such of said estate as he  
has or could have by the  
use of due diligence collected



Your orators and oratrices therefore pray that, Chas L Hamblen late Sheriff Lee County and as such Administrator of the Estate of J Collier, Wm N G Barron John Gilley & James H Collier Guardians of Frances, America & Adelia Collier, John Gilley & James H Collier in their own right, Frances, America & Adelia Collier, The last three of whom are infants, be made parties defendant hereto and answer upon oath. That a guardian ad litem be appointed for the infants. That your honor by proper orders and decrees direct one of the commissioners of the Court to take state & settle the administration account of Chas L Hamblen Admin of J Collier dec'd in which he shall be charged with all such sums of money as he collected or could by the



use of due diligence have collected, and credited only with proper disbursements and commissions, And that upon a final hearing when the account of said Admr. be fully settled that your Honor direct by proper orders & decrees the payment by him to your Orators & Oratrices their shares respectively as distributees in said Estate, And if in anywise mistaken in this their Special prayer they pray for such further & general relief as may be suited to to their case,

May Court with writ of Habeas Corpus directed to

Agnes Morgan  
Plff's Atty







To the Honorable John Archibald, Judge of the Circuit  
Court of Lee County, Va.

The undersigned, Charles A. Mun-  
roe, Esq., of A. Collier, deceased, to a bill filed  
in this honorable Court against him and others  
by J. P. Barnes & others.

The undersigned, having the benefit of all negotiations  
which have or may be had to the satisfaction  
will upon the final decree for the recovery  
of said sum, and the costs of said suit, to be paid  
into the hands of the said Charles A. Munroe, or  
his assigns, and the said Charles A. Munroe, that the said  
the said sum of \$1000.00, be paid to the said  
on the day of 18. It is also  
true that administration on his personal estate  
was granted by the County Court of Lee County on  
the 16<sup>th</sup> day of February, 18, to John W. Sledge, who  
was then Sheriff of said County. But this was  
not the first administration granted on this  
estate, as the said estate had been previously  
to wit on the day of 18, was granted  
to H. W. Sledge, who was then Sheriff of said County,  
and the said Sledge, he said, proceeded so far in



the discharge of no duty is such duty as to in-  
stitute suit against James F. Jones and the  
Judgment was given in favor of said  
said Jones. Respondent herein sought and  
covered up the personal effects belonging to  
said decedent. Except the debts against the said  
James F. Jones and the debt against the  
In Church of his County, which debt he turned  
over to the said Jones <sup>in payment of</sup> this account for.  
Respondent also says that Plaintiff's bill  
will more correctly set out the basis of said ac-  
count to which said estate is claimed to be  
entitled. But this said bill is more correctly  
set out as entitled to receive said account  
of the proceeds thereof at this time  
deposited and as alleged by the Plaintiff  
in their bill the principal part of said personal  
effects and things to said decedent's estate was  
the several debts due from James F. Jones. These  
debts were removed to judgments as follows.  
1st Judgment was removed a part of it since  
then since on the day of 1872 and  
amounted to the sum of \$1000 which  
will more fully appear by reference to said



judgment a copy of which is filed herein and  
sent herewith marked (F) The said judgment  
was rendered in favor of Respondent on the  
day of \_\_\_\_\_ 1876 and was rendered

and on a prothonotary and is well more fully  
appears by reference to a copy of said judgment  
herewith filed in part herewith marked (D) from  
the judgment an execution issue which was  
based on the personal property of said James & Co  
property was sold on execution and the said  
James & Co were receiving the proceeds and making  
paid thereon. John A. Smith is receiver of all  
of which fully appears by reference to each page  
and the return enclosed. There is a copy of which  
is herewith filed in part herewith marked (G)

The said judgment was rendered at the December  
1876 of the above Court but is said judgment  
was erroneous and was after wards to wit on the  
day of \_\_\_\_\_ 1876 corrected reference is

only made to the corrected judgment and  
and on said day of \_\_\_\_\_ 1876 a copy

of which is filed herewith marked (H) from  
the said judgment an execution issue was



rule to February 1870. The execution  
was also tried in conformity. The property sold  
in 2 months time the said Jones again receiv-  
ing the balance, for which he executed a receipt  
with John H. & Co. att. - John H. & Co. is now in  
this. All of which fully appears by order  
will to said execution and the return thereon in-  
closed a copy of which is filed here with record  
(B) as per copy. The next and last judgment  
rendered was a judgment on 10th Dec 7 months  
unpaid consolidated, which said judgment  
was rendered on 10th day of March 1876. It  
was for the sum of \$2208.27 with interest  
from Dec 30th 1874 all of which will more-  
fully appear by reference to said judgment  
a copy of which is now with filed record (F)  
and prayed to be considered as per copy.  
But it appears from a calculation of the whole  
matter entered since by the said Henry &  
Moreau that two judgments should not have  
rendered only for \$221.32 instead of \$2208.27  
a copy of which calculation is filed now with an-  
other copy record (G). Upon this last



Judgment in execution issued under writ to  
return Rule 8 to. which was placed in the  
hands of J. C. Scott Deputy for T. W. S. S. L. C. and  
was in him levied on the following property of J. C.  
to wit 500 in Bond. 5 in put 1000. 8 and 12  
cattle - 1000 in cattle - 1000 in cattle. 1000 in  
cattle. All of which fully appears in said execution  
a copy of which is filed herewith so that every one  
can see. The whole proceedings of your respondent  
to collect this debt and the efforts made by him  
are thus fully set out to show your Honor not only  
the diligence used by him to collect but also to  
show the delays sought and diligence used  
by the debtor to prevent its collection. From  
which, respondent is advised and alleges it fully  
and clearly appears that now this time is  
in the negligent inconsiderate or careless. has  
been since, he shall be  
From respondent it is advised and here alleges  
that the sale of the property of the debtor was  
levied on under the execution which issued  
upon the judgment rendered on the day  
of 18. on the day of 18.



and which were referred to said filed minutes as  
minutes (C) & D. was a full satisfaction & said  
arrangements, and a restoration of the lien pro-  
vided by them. That the said judgment in its  
part remaining which was a subsisting lien at  
the time of the execution of the Trust and of  
which the Plaintiffs so loudly complain was the  
judgment rendered at the March term 1876  
and filed herewith as Exhibit H. and re-  
spondent here alleges that no judgment was  
rendered against said forces after the execu-  
tion of said judgment and before the execu-  
tion of the deed of Trust which was executed  
on the 25<sup>th</sup> day of July 1877 except a charge  
rent in favor of Benjamin Duff which was  
also rendered at said March term 1876 and  
which Duffors in of equal equity with the  
judgment rendered in favor of the respondent,  
all of which fully appears by reference to the  
report of Commissioner James H. Boydell  
in the Case of Lake Superior vs J. H. Jones  
and also from the records to which the  
complainants in this will refer.



1  
The Respondent will now show you  
that there were various judgments  
against said James F. Jones which have  
been rendered upon respondents payment  
which were then as they still are unpaid when  
said judgments constituted liens upon the  
real estate prior to your respondents judg-  
ments. On many or perhaps all of which  
executions have been issued placed in the  
offices ready for collection, and therefore  
liens prior in point of time and therefore super-  
ior to the execution lien of your respondent  
Respondent will now show specifically three  
several judgments together with the date of  
executions on each. 1<sup>st</sup> judgment in favor  
of J. F. Jones for \$600 & costs given 22. 84. March  
term 1874. Execution issued July 27. 84. another  
Aug 6<sup>th</sup> 1875 another Dec 21. 85 and still  
another March 9<sup>th</sup> 86. This last was given  
on the same day when 2 costs follow  
was a small force, property of J. F. Jones  
all of which fully & expressly reference to said judg-  
ment & executions & the returns enclosed thereto



Copies of which are filed herewith as part of my  
Memor. (L). But is a judgment in favor of  
S. B. & C. G. Lewis Executors vs J. F. Jones & others  
rendered at the City Term 1870. On this judgment  
several executions issued and placed in the  
Lewis hands for collection. Sent Dec 29 & Dec 31 1870  
March 2<sup>nd</sup> May 1<sup>st</sup> & May 20<sup>th</sup> 1871 & May 1<sup>st</sup> 1872  
The judgment was \$647.33 all which will fully  
appear by copy of said judgment and several  
executions with the Officers endorsement thereon.  
Known Copies of which are filed herewith as above  
and still another in favor of J. F. Jones & others  
vs J. F. Jones & others for \$396.43 upon which  
execution issued as follows. Sent June 14<sup>th</sup>  
Aug 3<sup>rd</sup> Dec 2<sup>nd</sup> 1870 March 2<sup>nd</sup> & Aug 20<sup>th</sup>  
1871 Copies of judgment & execution are  
filed as part of my Memor. (L). Another judgment  
issued in favor of J. F. Jones & others vs J. F. Jones  
for about \$600. upon which execution issued  
as follows. Sent Dec 30 1870 March 2<sup>nd</sup> 1871  
April 10 1871. Copies of which are filed as  
with Memor. (L) and still another in  
favor of J. F. Jones & others vs J. F. Jones.



James F. Jones <sup>et al.</sup> rendered, on the day of  
1872 for \$2884.40 upon which the following exe-  
cutions issued and were placed in the hands  
of the Sheriff and his deputies for collection  
Dated June 1st 1872. Decr 14<sup>th</sup> 1874 Decr 2<sup>nd</sup>  
1875. all of which fully appear in reference  
to said judgments and executions copies of  
which together with the officers return thereon  
are now on file in your office. (b) By an inspec-  
tion of these judgments your Honor will perceive  
that there are judgments with executions some  
thereon, and in the hands of the officers for  
collection amounting to some \$2000.00 or  
which constituted prior liens upon the per-  
sonal property of the said James F. Jones  
in fact these prior executions were levied  
on all the personal property upon which  
your Respondents execution was levied unless  
it was the 800 in value of some long before the  
Respondents execution was awarded. These facts  
were well known to your Respondent he  
was likewise well known to him that these  
executions would by this now execution



Lien Step in and hold all the property on  
which his execution was levied or that they would  
as soon as the property was sold take and hold  
the money. Then what was respondent to do?  
He had pursued the debtor with all the dili-  
gence known to the law, and had still failed  
to collect the money. A Bill in Chancery was  
the next step and this respondent was late  
to take account of the delay with which  
it would be attended. He knew from the  
history of this Chancery Cause that pending  
against said Jones that the delay was almost  
interminable before decree and that after de-  
crees of sale was obtained that the law would  
conceal a sale in 1, 2, & 3 years. That there-  
fore Jones himself would become the  
purchaser as he did in the Richards case  
against him, and that perhaps another  
suit at law and still another in Chancery  
resulting in a second sale would be the  
result. With these facts staring him in the  
face respondent consented to take the  
aid of Trust between that



and certainly that it would not lessen the  
security of it. Because by an inspection  
of said deed of Trust your Honor will perceive  
that the said James' wife joins with him in  
the said Trust thus conveying her contingent  
right of dower, which would certainly enhance  
the price for which the land would sell pro-  
vided sale would have to be made. But Rep-  
resent did not take the Trust case of his own motion  
and upon his own responsibility for before  
taking it he consulted with James & Collier  
and John Edley & so many of the widows share-  
ing the share of Mathias Shubin and who were work-  
ing for America, France, Germany the 3 infants  
and with Wm & L. Barron who was the owner by  
purchase of it then in said Estate. These parties  
not only assented to this arrangement but they  
present and assisted in consummating it and  
they accepted your Respondent for his respec-  
tive share of it. Thus releasing him and con-  
ferring to the security afforded by the Trust and  
Copies of said record are herewith filed



marked (B.O.) as said copy. Thus it is seen  
that 11 of the fifteen heirs & the widow for their  
sins & heirs this representative and assignee  
accepted assigned to and assigned in the name  
of said Trust deed. Respondent was involved  
in taking it but if so, the widow represented  
one third or an assignee, & 11 out of the fifteen heirs  
mean the same as. You Respondent will now  
show your Honor, that the Plaintiff J. C. Barron  
was present when the deed of Trust was taken  
he had full knowledge of it, in fact as Res-  
pondent now recollects he aided in the con-  
summation of it, and he is a purchaser from  
Shepherd and wife with full notice of the deed  
of Trust and provisions of it, and assign-  
ments under it. He purchased long after it was  
executed and cannot and ought not to com-  
plain. He knows what he was purchasing, how  
it was secured and if injured did it nec-  
essarily with full knowledge of all the facts.  
Respondent will further show your Honor that  
a short time after the said deed of Trust was ex-  
ecuted he informed Plaintiff J. C. Williams



of the facts and that said Williams then approved of it and said he would accept. And respondent has since paid him towards his share about \$50. his receipt for which or the account of said payment will be found. Then he filed here with report being of Monday P. Respondent avers that the rate of trust monies was at 10 per cent interest but this was not until they perhaps an error of his. It was a proposition of the Doctor Jones in order as he said to secure to the beneficiaries a rate of interest equal to that at which they could loan their money. Respondent even from moment supposed that said Jones would attempt to take advantage of his own proposition. But is any inference drawn the plaintiffs in this suit? At the date of said deed of trust the judgment against said Jones amounted to, nearly \$2000. The trust fund was only taken to secure \$2000. for which sum none respondent received receipt in receipt that it was to secure a credit on the judgment and not in full discharge being so alleged by Plaintiffs in their bill. All of which will



more fully and at large appears by reference to  
said receipt a copy of which is filed herewith as  
part of Marshall (J). Respondent will now  
show your Honor that he has made a partial  
settlement of his account as done of said estate  
before the Hon. Gen. Bailey the assistant Commis-  
sioner of accounts by which it is shown that on  
the 23<sup>rd</sup> day of February 1878 the state of said debts  
then was still in respondent's hands of said  
judgments were accounted for the sum of \$503.58  
of which sum \$201.43 was principal and the  
balance interest. Of this sum \$466.32 is shown  
in the Book of Trust. It is thus shown that respond-  
ent had paid out at the date of said settlement  
including his own commission something  
over \$400. which was all his own money as the  
the balance of said operation not included in Trust fund  
was at that date something over \$450 and yet the Plaintiff  
charges respondent with unnecessary delay &c. Respond-  
ent claims that if chargeable at all for loss of interest by  
reason of the abatement allowed to Jones, that he can  
only be charged with interest on 201.43 balance of  
principal money in his hands 23<sup>rd</sup> of February 1878.  
Respondent will now here show your Honor.



each and every one of the plaintiffs in this bill  
have accepted the deed of trust of which they are  
now complaining together with all its terms pro-  
visions delays &c. for each of them filed exceptions  
to report of Commissioners Deane and Pender  
more filed in the case of Lane Executor vs J. A.  
Jones thus making themselves parties to that suit  
suit under said deed of trust claiming to be benefi-  
ciaries thereof to all of which fully appears by  
reference to the exceptions filed in the case of  
Lane's Executor vs J. A. Jones it also still pend-  
ing in your Honorable Court to which plaintiffs  
in this case make their bill a supplement.

How can they, or how can they make themselves  
parties to that suit & claim an interest in it  
except under the deed of trust? and how under  
the deed of trust unless they are beneficiaries?  
and how can they be beneficiaries unless  
they have accepted the security offered by said  
deed of trust? and having accepted they can  
they reject it now? or do they want to collect  
the debt twice once off of J. A. Jones and again  
off your respondent? Respondent made



read that the interference of the Plaintiff in  
said suit amounted to an acceptance of the  
deed of Trust & that having accepted it made  
themselves parties to said suit they must  
abide their own doings & also action thus shown  
that they themselves had no right to interfere  
this suit and that having instituted it, it  
must be dismissed at their cost.

Respondent will further show you that  
that after executing said Execution upon the  
the levy was returned by the Sheriff to the  
Says it seemed by the Court that it has  
been some while up to this time to collect the  
balance although an execution has been  
made in the Sheriff's hands & yet cannot  
possibly ever since. This shows how utterly an  
execution would serve to collect  
the full sum of said judgment. The  
Executions were good and but they have  
not had as respondent is ignorant, may  
or very little or fairly liable to execution.  
Respondent will further show you that  
that although said judgment as shown by



1  
Judge Morgan amounts to \$2221. That this  
sum is not all the property of said estate and  
includes costs of court commission and of  
shipping, &c. & that

Respondent has as yet made a partial  
settlement of his account before a commission  
entirely that settlement would not show what  
by what sum each heir is entitled to, Respondent  
has made a statement of his account on  
the same principle adopted by said Com-  
mission which is now in showing  
that each heir was entitled to see the 15<sup>th</sup> day  
of April 1878 the date of the final decree and  
a file said paper number 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000



and is certainly small compensation for the  
labor and time respondent has bestowed on  
this estate. By an inspection of this statement  
of respondent's account the Plaintiffs will see  
that they lose nothing by the forfeiture of inter-  
est under the respondent clause of the deed of trust.  
James Jones will also perceive that respondent  
has secured by the deed of Trust, \$466.22. to  
say thereof \$35.58. with, and respondent further  
alleges that said sum is secure. That the  
lands of James & Jones will sell for a  
sum sufficient when they are all sold to pay  
every cent of the trust deed. Respondent here again  
alleges that everything he has done has been done by him  
in good faith with a view of bettering the estate  
and not to injure; with a view to hasten the collec-  
tion of the money and not to delay it. Respondent  
represents that said sum, as it is an asset, less his share  
as a lien creditor, of the said lands ought to be shown  
in regard to the Caroline Duff judgment, not of-  
fense taken in the Southern Trust account. That said  
judgment rendered on the 8th March 1881 only  
can be paid a sum from the respondent. This



it will certainly not be disposed but a sale  
of the property on the 3<sup>rd</sup> day of December 87  
and the execution of the 9<sup>th</sup> Months lease was  
a total discharge & satisfaction of the lien and  
the, upon the 2<sup>nd</sup> of reason of said judgment and  
that the sum in respondents favor must after that  
date be secured. And respondent will now show  
from the fact that the only judgments rendered in  
the Court between the 3<sup>rd</sup> day of Decr. 87 & the  
10<sup>th</sup> day of Febry 1877, was one in favor of the  
Executors for \$697.27 all of which was paid  
to the said sum and a motion in favor of same  
was made for the same. The said Judge of said Court  
refused to. Respondent denies that Pliffs  
ever done anything to induce him to accept the terms  
of the Court and that on the other hand he knows  
that this action in filing exceptions to the action of the  
Commissioners in the Fore Case is a direct nega-  
tion and acceptance by him of said Court's order.  
Respondent has again and for the same reason  
shown. Respondent denies that any action on his  
part has delayed the collection of this debt. He has  
used diligent care that he might have



and delayed is not his fault, but it said this  
we were compelled to let out of the way of their  
money is more the fault of their master who  
created James & James than it is the fault of  
respondent who has been assigned with the collec-  
tion of it. Respondent thinks he was badly advised  
that no diligence whatever could now be made  
that would now get said money ready at this or  
any past time for distribution. In fact the money  
will now come through in about six to seven months  
of delay and hindrance as persistently planned  
in force and ready for its collection just as soon  
as it would have been under any process required  
and could now be given for its collection.

Reasserting now again that respondent now  
own everything which is said to be in good faith  
and as a trust for the best interest of said  
estate & the creditors is being reformed  
as much as possible at the estate.

C. C. Duncan for  
C. C. Stanfield.



Virginia Lee County to enter

This day W. L. Humble personally appeared  
before me and made oath that the facts stated  
in the foregoing answer so far as they depend on  
his own knowledge are true and so far as they  
depend upon information derived from others  
he believes them to be true. Given under my  
hand and seal of office this 2nd day of Dec. 1881.

Samuel H. Cox, Clerk



C. L. Hamilton Editor  
eds 3<sup>rd</sup> Avenue  
J. R. P. B. B. B. B. B.

Filed at February  
1881.

John C. B. B. B.



J. K. P. Barron and others Defts

vs

E. L. Hamblin adm'r &c

Deft

In Chancery

This cause came on again to be heard upon the issues  
formerly raised in the cause, and the court decreed entered thereon  
on the 7th of April 1881. Before the questions as to who should pay  
the costs of the suit, and as to whether or not execution should  
now be awarded the parties who appeared by the terms of the said  
decree of the 7th of April 1881, against the defendant E. L. Hamblin  
as adm'r of H. F. Collins deceased, and was argued  
by counsel. And counsel for Defts admitting in open court  
that the sum decreed in favor of H. F. Williams wife and J. K.  
P. Barron as assignee of Stephen wife, by said decree of April  
7th, 1881, had been paid and paid to them respectively except  
the sum of \$5.00 due by the said E. L. Hamblin as such adm'r. The  
court recited of all which it is adjudged, ordered and  
decreed that the Defts recover of the defendant E. L. Hamblin  
adm'r. against the costs of this suit, and execution is awarded  
against said Hamblin as such adm'r. in favor of said Barron as  
such assignee for \$5.00 the balance due him with interest from  
this day. And a like execution is awarded said Williams wife  
with interest from the same time. And execution is awarded  
David C. & Samuel H. Collins against said Hamblin for \$100.00 with  
legal interest from Feb. 10, 1877 till paid, and execution is also  
awarded Henry C. Dale, W. F. Deane & Keatinge, George S. Dale, W. B. Dale &  
Leon A. Dale against said Hamblin for the like sum of \$100.00 with  
int. from Feb. 10, 1877 till paid. Subject to the following credits  
\$45.00 paid Feb. 23 at \$5.00 and \$10.00, paid Aug. 23 at \$5.00. And  
no further action being necessary this cause is taken from the docket



H. P. Burren

as { Dancer Striding

Ed. Burren

to entered, Dancer

245 + 6

J. H. Hyatt  
Chapman

Enter  
In. H. H.

Oct. 1/82

with leave to the City to have the cause as indicated until it  
became necessary to enforce our legal right in the



J. K. P. Bacon & others      Peffe } In Lohy  
Charles L. Hamblin decd. vs      Defts }

This cause came on this day to be heard upon the bill  
of the Peffe and exhibits thereto, and the answer of the Deft  
Charles L. Hamblen decd. of H. Ballin decd. and was argued  
by counsel and the Peffe and deft Hamblen agreeing and  
consenting thereto. It is adjudged, ordered and decreed  
that the Peffe J. K. P. Bacon as assignee of John A. Shepherd  
recover of said Hamblen decd. of H. Ballin the Sum of  
\$100.00 with legal interest thereon from the 15th day of Feb.  
1877. That the Peffe David C. & Samuel H. Gallien recover of  
said Hamblen as such decd. the like Sum of \$100.00 with interest  
as aforesaid, that the Peffe A. Williams and wife recover  
of said Hamblen as aforesaid the like Sum of \$100.00 with  
interest as aforesaid. Subject to a credit of \$50.00 paid Augt.  
the 15-1880. And that the Peffe Henry P. Dale, H. B. Thompson & wife  
George H. Dale H. B. Dale and Isaac H. Dale recover of said Hamblen  
as aforesaid the like Sum of \$100.00 with interest as aforesaid  
subject to the following credits \$38.00 paid Feb. 23. 1878 and  
\$10.00 paid August the 23. 1880. And the parties not agreeing



as to when the said Hamblen shall be decreed to pay the  
 several Sums before mentioned, and these being referred in  
 the cause to enable the court now to determine that question  
 the same is therefore continued together with all other questions  
 involved, not disposed of by the foregoing consent decree, and  
 the cause is continued.

W. P. Bassett vol.

3 { Decree

W. L. Hamblen

Entered Page 198

pro. v. C. & D. Co.

Extra this.

p. 245.

Apr. 7/81

Was not Mr. Hamblen's (which I  
 did not know)

My recollection is that I  
 thought Mr. Hamblen might not be  
 against the recitation of the return  
 of money out of the execution  
 due him up to these decrees.



out of their personal effects, and if it  
was not the General understanding at the  
time the deed of trust was taken that a bill  
would have to be filed to make the amount  
of said execution, and if it was not also the  
the understanding that the deed of trust would  
be the quickest and surest method of  
making the money, answer I was acquainted  
with this pecuniary condition. I could not  
have made the whole amount of the execution  
out of them. I think I could have made about  
one thousand dollars out of all three  
of them, after their exemptions were set aside  
to them, and it was understood that a bill  
would have to be filed for the residue, and  
it was talked of that the deed of trust  
would be perhaps as quick a way to get the  
money as to file a bill.

And further this witness saith not  
J. C. Scott.

J. K. P. Barron <sup>Attorney at Law</sup> vs. J. C. Hamblin <sup>Attorney at Law</sup> in ch.

The deposition of James C. Scott, and  
James H. Jones, taken pursuant to notice  
herewith returned, at the house of John  
Middle, in Lee County Va. on the 20 day  
of August 1881 which depositions are  
intended to be read as evidence on the part of  
the plffs in the above styled suit.

The said James C. Scott being duly sworn says  
that he was present when the deed of trust was  
executed by James H. Jones & wife to J. C. Hamblin  
trustee - and there was the amount of three  
hundred dollars reserved by said Hamblin  
which was not embraced in said deed of trust  
exclusive of <sup>only</sup> cost which said Jones had paid  
or was to pay. That he was the collecting officer  
that had the collection of the execution, and  
that said <sup>Jones</sup> had settled with me <sup>my</sup> Commission.  
And that he collected from said Jones at the  
time of the execution of the said deed of trust  
one hundred and fifty dollars, fifty dollars  
of which he paid me in cash and one hundred  
dollars he gave me an order to D. S. Linton which  
I got from said Linton, and I executed the  
execution against said Jones with the said  
one hundred and fifty, and shortly after



I had collected said one hundred and fifty dollars, said Hamblen gave said Jones an order to me for one hundred and fifty dollars, which I paid to said Jones, and said Hamblen directed me to scratch the credit off the execution which I did. And at the March Circuit Court of 1877 said Jones paid me one hundred dollars which I paid to said Hamblen at the same time and place, and some time afterwards said Jones paid me in several payments the aggregate of forty eight dollars which I paid to Elkanah Flanary for said Hamblen by his directions which was paid by said Jones on the execution which the other payments were paid on, and about August 1878 said Jones paid me <sup>on said execution</sup> forty dollars in live stock which I paid to said Hamblen, and some time in 1878 or 1879 Campbell Slemmons paid to said Hamblen one hundred or one hundred and ten I do not recollect which, which was to be credited on said execution, I then returned said execution to the Clerk <sup>office</sup> by the directions of said Hamblen. Said Hamblen stated to me the day after the deed of trust was executed that he intended to pay himself his commission whatever he was allowed out of the three hundred dollars which he had resumed and the balance he would pay

to the him who had not signed the deed he said he would not have enough money in his hands to pay off said himself. They come on him, after his commission was paid and he asked me if I would help him get up the money if they come on him for it, and in the event that we had the money to pay to said him, he asked me if I would be willing to take this assignment of the deed of trust for said money, and I told him that I would take said assignments. But according to my knowledge Hamblen never paid said him any thing except the forty eight dollars which was paid to Elkanah Flanary which was paid for Lucinda Dale one of said him. In relation to the forty eight dollars paid to Elkanah Flanary: Flanary had threatened to sue Hamblen for it, and Hamblen asked me to give <sup>for a short time</sup> Flanary my due bill for that amount, which I did and afterwards gifted said due bill

Cross examined by the Dept.

Were you acquainted with the pecuniary condition of James F. Jones, John W. Scott and John A. Hyatt and if so please state the amount of personal property each one of them held at the time the deed of trust was taken and whether you as a collecting officer could have made the amount of the execution



The Said James F. Jones being also duly sworn  
Says there was reserved Three hundred  
dollars which ~~which~~ was not paid in the  
deed of trust executed to C. L. Hamblen, <sup>as trustee for</sup> by myself  
and wife and I paid as follows on the said  
amount reserved: After about the time the  
deed of trust was executed I paid to James C. Scott  
fifty dollars in cash and an order to D. S. Sutton  
for one hundred dollars, and a short time  
after I made that payment I received from  
Said Scott one hundred and fifty dollars  
by order from Said Hamblen, and on March  
1877 I paid Said <sup>Scott</sup> one hundred dollars and  
about August 1, 1878 I paid forty dollars  
in cattle, and about April 1878 I paid  
forty eight dollars to Scott & Hyatt  
and about the 15. Oct. 1878, <sup>or some time before that time</sup> Campbell  
Senior <sup>paid</sup> for me one hundred dollars  
to Said Hamblen. And I paid Said  
Hamblen one hundred bushels of wheat  
at one dollar per bushel previous to the time  
the deed of trust was executed.

Cross examined by The Dept.

Did you or not have personal property <sup>sufficient</sup> to  
have paid off the execution against you Scott  
and Hyatt, and if you know the amount of  
personal property held by Said <sup>Scott</sup> and Hyatt at  
that time answer I did not have



a sufficient amount of personal property at  
that time to pay said execution. I could not  
now say what amount of said execution could  
have been collected off of me. I know nothing  
about the amount of personal property held by  
said Scott and Hyatt  
I find further this witness saith not  
James F. Jones

Lee County to wit: I John Riddle  
a Justice of the Peace for the County and  
State aforesaid do certify that the depositions  
of James C. Scott and James F. Jones were  
duly taken, sworn to, and subscribed before  
me at the time and place mentioned in  
the caption given under my hand  
this August 20, 1881 John Riddle J P

Justice Fees against P. H. \$2.25



J. K. J. Harrison and  
others Defts.  
v.s.

C. L. Hambleton et al.  
Depositions of  
James C. Scott and  
James H. Jones

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Received & Filed,  
Aug. 24, 1881,  
J. A. L. Hyatt  
Clerk

J. P. Geo. 2, 25-



(pt)  
Clerk's Office Circuit Court of Lee County Va.  
J. R. P. Barron et al vs. P. H. H.

187

C. L. Hamblin J. R. P. Barron et al vs. P. H. H.

The deposition of Curr. Bailey  
and others taken pursuant to  
notice at the Clerk's Office of the Circuit  
Court of Lee County, on the 18<sup>th</sup> day of  
August 1881, to be read as evidence  
on the part of the Plaintiff in the  
above styled suit. The said  
Curr Bailey being duly sworn  
deposes and says.

Question by P. H. H.

Were you well acquainted with James F. H. as  
John H. Scott and John H. H. and their pecuniary  
condition in Dec. 1874. And if so, do you think that  
a <sup>judgment</sup> of five or five hundred dollars could have  
been paid out of them by execution. By the use  
of due diligence since that time. Answer  
I was well acquainted with the men  
referred to in this question. I think  
that said Scott and H. H. had but  
very little personal property at that  
time 1874.



(2007)  
and I am inclined to believe that  
the sum named nor any other sum  
of any considerable amount could have  
been made out of the said Scott and  
Hate at that time, nor in fact at any  
time since. They holding but very  
little personal property. I suppose but  
little more than is exempt to them by law  
as to said Jones' Condition. He held  
a considerable amount of personal  
property <sup>in his</sup> possession, but I understood  
his property was very much incumbered  
with ~~with~~ a great number of executions  
and my understanding at the time  
referred to and ever since that it was  
a hard and difficult thing to make  
any money out of him by execution  
Cross examined

Question by Defendant. At the time of the  
execution of the deed of Trust of James  
H. Jones to C. L. Hambleton for the \$2098.<sup>50</sup>  
part of the judgment and execution  
above referred to was it not the practice



(3rd)

standing generally, that the money  
mentioned in said execution could  
not be made out of the personal estate  
of said Jmes Scott and Hyatt, and as  
it was well understood fact that  
a bill in chancery would have to be  
filed and was not the deed of Trust  
taken by Mr Hamblen as a more  
expedient method of collecting said  
debt than a chancery suit would be;  
Answer It certainly was the understanding  
at the time the deed of Trust was taken  
that the said amount could not be made  
out of the personal estate of the said  
Jmes Scott and Hyatt and it was  
an understood fact that a bill in  
chancery would have to be filed to  
make said amount of money. And  
the Judgment Creditors were advised  
by myself and others that the deed  
of Trust would be a more expeditious  
method of collecting said debt than a  
bill in chancery.



2<sup>nd</sup> Question by same. Is it not a fact that a large part of those who were interested in this judgment were present consenting to aiding and advising in the taking of said deed of trust?

Answer. William A. Barron, Sr. John Silly and James H. Collins parties largely interested in said judgment were present and agreed to accept said deed of trust, but the other parties interested were not present and therefore did not accept

3 Question by same. Was not James K. Barron, who is now the owner of the part of Shepherd & wife, and one of the plaintiffs in this suit present, and was he not fully cognizant of the deed of trust and its terms and did he not aid and advise the taking of said deed of trust?

Answer James K. Barron was present at the time of the taking of the deed of trust and seemed to be fully cognizant of the deed of trust and its terms, and my recollection is that he seemed to think that an acceptance of the deed of trust would be best for the judgment creditors and further this witness says that not  
Carr Bailey



I admit the fact that I was Sheriff  
and had in my hands two Executions  
against James H. Jones in favor of my  
self as donee, & A. J. Collier dec'd, one  
of which was upon a forfeited, forth  
coming bond & the other on a judgment  
for \$68.00 with interest & costs, both of  
which were levied by me, <sup>on property of debt</sup> sold on  
nine months time, the property  
caught by Jas H. Jones, who gave  
as his security John W. Scott and  
John T. Hyatt, which securities I  
as Sheriff accepted. W. L. Chamberlain

I certify that the foregoing deposition  
of Carr Bailey was taken before  
me at the time and place and for the  
purposes stated in the caption, sworn to  
and subscribed by him, this the 18  
day of August 1881. J. T. Hyatt  
County



J. H. W. Barron  
vs. Deposition  
C. E. Hamblen

Filed Aug 18<sup>th</sup> 1881,  
J. G. Hyatt  
Clerk

Comrs. Hyatts fee \$3. 00  
Chd 31



List of liens unpaid against James  
S. Jones as of April 1st 1889.

1	To balance due E. Wells on Prichard Judgt, June 16 1879.	871.50		
	" accumulated Interest to Sept 17 1885	384.19		
	" Int on \$871.50 from Sept, 17 1885 to June 5 1888	144.23	\$1099.72	
	By Wells' note to Hays & Co. Paid June	86.16		
	" Wells note to R. D. & Co. " Paid same	125.00		
	" amt paid C. F. Selaway note, June 5 1888	500.00	711.16	
	Bal due on this claim, June 5 1888,		\$788.76	
	" Interest on this bal. to April 1 1889.		39.10	
	<u>Amount due on this claim April 1 1889.</u>		\$827.86	

2	For bal. Judgt Case & Case vs Jones Costs		9.67	
---	---	--	------	--

3	For Judgt Case for Case vs Jones	\$396.43		
	" accumulated Int, to Sept, 1 1885	273.42		
	" Add for Costs of suit at law	8.67		
	" Int on \$396.43 prin sum to May 31 1888	65.41		
		\$743.93		
	By this amt paid H. J. M. Atty for Jones	570.00		
		\$173.93		
	<u>Int on bal to April 1st 1889.</u>	8.67	\$182.60	

4	Then debt secured by deed of Trust in favor of Barron & others	\$2078.14		
	Int. from Dec 5 1879 for same, to April 1 1889	1173.20		
		\$3271.34		
	By amt paid G. L. Amable by Deed same July 23 1889	150.00	\$3121.34	
	<u>Aggregate liens forwarded.</u>		\$4141.49	



1889				
April 1 <sup>st</sup>	To amount liens brought over			\$4141.49
5	For bal. of Judgt. F. Richmond for			
April 1 <sup>st</sup> 1877	Wm N. McNeil et al counters to June 16/1877	81.	91	
	Int, on Same to April 1 <sup>st</sup> 1887.	32	78	114 69
6	For Judgt. - Frigate Adam. for Schoemaker			
	Adam. Kane. vs Riddle Jones	226	43	
April 1 <sup>st</sup> 1877	" accumulated Int. to April 1 <sup>st</sup> 1887.	396	74	
	" Add cost of suit at law	7.	60	630. 77
6	For Louis Shaw, Judgt. Smith, for Edmonson			
April 1 <sup>st</sup> 1877	vs Sage et al as of June 16/1877.	80	00	
	Int to April 1 <sup>st</sup> 1887	47.	00	127. 00
6	For Louis part, Judgt. Smith for Edmonson			
April 1 <sup>st</sup> 1877	vs Sage et al as of June 16/1877	220	27	
	Int on Same to April 1 <sup>st</sup> 1887.	129.	25	349. 52
6	For Judgt vs Jones & Reason in favor			
April 1 <sup>st</sup> 1877	of Schoemaker Adam. Kane			
	paid by Reason, Feb'y 26/1884	532.	18	
	" Int thereon to April 1 <sup>st</sup> 1887.	162	84	695. 02
	Total liens listed. - - -			\$6058.47
	(Many others to list)			



Tabular Statement of Lines

(35)



62 L. Hamden Junr of Mar 7 J. L. Collier Decr  
 To the heirs and assigns of said Estate Dr

To his own amt of judgement due from

J. L. Collier to L. Hamden Decr 3<sup>rd</sup> 1874 2231.87

1 By this sum paid J. L. Collier Jan 1876 2.50

2 " " " J. L. Collier Jan 1876 1.25

3 " " " J. L. Collier Feb 16 1876 5.00

4 " " " " Sheriff's Com to 42.76

" 10 per cent Commission on 24.00 2.40 103.40

To This sum unaccounted for Decr 3 1872 2118.49

Decr 3 Interest on same to Decr 3 1875 257.11

5 By this sum paid Jan 1875 1.43

" 10 per cent Commission on 21.37 2.14 21.37

To This sum unaccounted for Decr 3 2097.12

Interest on same to Feb 10 1877 149.24

6 By this sum paid Com Bailey Jan 27 5.00

7 " " " J. L. Collier 7.00

11. 8 " " " Robert Brimmer 5.00

12 9 " " " J. L. Collier 7.00

13 10 " " " Same 1.25

14 11 " " " Same 14.57

15 12 " " " Same 1.50

16 13 " " " Com Bailey 11.80

17 14 " " " Com Bailey 5.80 63.30

To present sum in 1880 2035.31

Balance unaccounted for Feb 10 1877 2035.31



877 Feb To This Sum / principal unaccounted for. 2033 32

" " Interest accumulated 276.35

To Bal Sum in hands of same Feb 10<sup>th</sup> 1877. 82309.66

By 10 percent commission on same. 230 46 230 96

This sum in hands of same for dis. 2078.76

To This sum for cash debt 171 36

2250 12

Feb 10. 87<sup>th</sup> Widow's Share of above. is one third. 750.04

James H Collins 1/5 of \$1500.08 is. 100 00 2/3

Maria's Share 1/5 of same is. 100 00 2/3

America Collins " " 100 00 2/3

Arden Collins " " 100 00 2/3

Francis Collins " " 100 00 2/3 1250.06 2/3

W M G Burns over & above 600.03 1/2 600 03 1/2

A C Williams & wife 1 Share 100 00 2/3

Lucinda's Share 1 Share 100 00 2/3

J M Collins " 1 Share 100 00 2/3

J H P Bacon. Shepherd & wife 1 Share 100 00 2/3 1000.02 1/2

2250 12



Febry 10/77 To this sum share of widow &c represented by Kelly, &c \$1350.00  
 By this sum secured you in Trust deed. 1072.34  
 Ira Couch debt, your Receipt. 221.36 \$1243.20  
 Balance due Kelly & Co. as above  
 Put an sum to Febry 10<sup>th</sup> 1884 6.36  
 1249.56

Febry 10/77 To this sum due W. H. Barron as agent, given \$600.00  
 Secured to you in Trust deed Febry 10/77 557.44  
 Balance due Barron as above \$40.54  
 Put to Febry 10<sup>th</sup> 1881 27.31  
 50.85

Febry 10/77 To this sum due A. C. Williams & wife 100.00  
 Interest on same to Aug 10<sup>th</sup> 1880 21.50  
 121.00  
 By this sum paid you in store 50.00  
 Interest on same to Febry 10<sup>th</sup> 1881 71.00  
 23.91  
 Bal due A. C. Williams Febry 10/81 \$75.27

To this sum due <sup>Superior Dyes</sup> ~~Monticello~~ <sup>Shelby</sup> 100.00  
 Put an sum to Febry 23<sup>rd</sup> 1878 6.04  
 \$106.04  
 By this sum paid to Sherman, for you 58.00  
 Interest on same to 23<sup>rd</sup> Aug 1880 8.70  
 \$66.74  
 By this sum paid Barron & Co. 16.00  
 \$50.74  
 Interest on same to Febry 10<sup>th</sup> 81 3.00  
 \$53.74



1897

Feb 10 <sup>th</sup>	To This sum due J M Collins & Co	100 00 <sup>3/16</sup>
	Interest on same to Feb 10 <sup>th</sup> 1897	24 00
		<u>\$124 00</u>
	Paid due Feb 10 <sup>th</sup> 1897	

Feb 10 <sup>th</sup> 77	To H P Brown assignee of Shepard & Co.	100 00
	Int. on same to Feb 10 <sup>th</sup> 1897.	24 00
	Paid due Shepard assignee.	124 00
	Sum due Collins & Gilley	8 27
	Sum due W. N. S. Brown	50 32
	Sum " A C Willard & wife	70 27
	Sum " Lucinda Dales heirs	53 67
	Sum " J M Collins	124 00
"	" <del>_____</del>	<u>\$435 53</u>

Calculation



Virginia

At a circuit Court continued and  
held for Lee County, at the Court House  
thereof, on Tuesday the 4<sup>th</sup> day of April  
1876.

C. L. Harbless Adm. A. J. Carter and Plff }  
vs }  
J. S. Jones & P. H. Wall & J. H. Scott }  
Def. }  
} Plaintiff in a  
} Court for  
} recovery of  
} one hundred  
} dollars and int.

This day came again the parties by their attorneys,  
and by agreement of the parties, it is considered  
by the Court that the plaintiff recover against  
the defendants \$2358.27 with legal interest  
thereon from the 31<sup>st</sup> day of December 1874  
untill paid, and the costs, and that an  
execution issue on this judgment before  
the next August term of this Court.

A Copy Teste -

J. A. H. Wall Clerk.



Q. 25 (119)

C. L. Spruill & Adams

113 Copy of  
Judgment

James H. Jones et al

Filed March 7 1882

J. A. Hyatt  
Clerk

Just filed 1874 for 250.

Just filed 1874 for 250.



Virginia At a County, to 15<sup>th</sup> day of May 1872

Wm. W. Sayers & Co. of A. Collins & Co. Plffs.

vs

James F. Jones

Def.

This day came again the parties, by their attorneys, and it appearing to the Court, that the defendant, makes no defense against the debts said on by the plaintiff, except as to \$568.46 the amount in his plea of offsets.

It is therefore considered by the Court that the plaintiff recover against the defendant \$701.04 the debts in the declaration mentioned, except the said sum of \$568.46 the amount of offsets pleaded by the defendant, with legal interest on \$335.<sup>00</sup> past thereof from the 29<sup>th</sup> day of Febry 1856 and on \$100. an other part thereof from the 4<sup>th</sup> day of August 1860 & on \$125 an other part thereof the 17<sup>th</sup> day of January 1861, and on \$131.00 the residue thereof, and part of the seven hundred dollar note said on from the 5<sup>th</sup> day of April 1860 till paid and the costs. And as to the said sum of \$568.26 the amount of offsets pleaded by the defendant, the same is considered till the next term at his costs.

A Copy Teste-

J. A. L. Hyatt  
clerk



2nd August 1874

(P. 86)

Ex. L. Appearances, Adams, debenture note of, A. J. Hallis and.  
vs  
Jas. L. Jones John Rindlee & J. M. Ward, also

A motion in  
forthcoming bond  
to forfeit

This day came again the plaintiff by his attorney,  
and it appearing to the court that the defendants  
have had legal notice of this motion, and being called  
thereon, it is therefore considered by the court that the  
plaintiff recover against the defendants \$2428.50 the  
penalty of said bond, but which is to be discharged  
by the payment of \$1314.29 with legal interest thereon  
from the 29th day of July 1872, until paid under  
the order. A Copy Teste. J. A. G. Hyatt clerk,

Wm H. Sago, Adm'r  
vs  
Copy of Indgt.

Jas. Jones

J. L. Hamilton, Adm'r  
vs  
Copy of Indgt.

Jas. Jones et al

May 15 1872 Indgt. \$706.00

Indgt on bond taken on above  
the 24 of Aug 1874 for \$1314.29

See for copies 40



Virginia

At a Circuit Court convened and held for Lee  
County at the Court house thereof on Monday  
the 27<sup>th</sup> day of January 1862

James D. Jones

vs

Geo. Hamilton & Son, & J. Hollinsworth

Plffs on a motion  
to reverse  
and correct  
a Judgment  
Doft

at law rendered at the last term of this  
Court in favor of the plaintiff against the  
defendant for \$1270.<sup>00</sup> with interest thereon spec-  
ified, and subject to certain credits set out in said  
Judgment. This day came the parties by  
their attorneys and by consent of parties it is  
considered by the Court that said judgment  
be amended so that it may be discharged by  
the payment of \$568.86 with legal interest thereon  
from the 5<sup>th</sup> day of April 1862, until paid and  
the costs. Subject to a credit of \$33.00 as of the  
15<sup>th</sup> day of April 1864 and \$241.<sup>00</sup> February 11 1860.  
And it is further considered by the Court that the  
plaintiff recover against the defendant the  
costs of this motion.

A Copy Teste

J. A. Hyatt Clerk



James P. Jones

1/2 Copy of corrected  
Judgment

C. L. Hurdless & Co.

Nov. 27, 1871 paid \$568.00

9 mos. bond taken Dec. 5, 1874.

no paid thereon till March 1st  
April 15, 1876. See copy of paid.

For copy 20



# THE COMMONWEALTH OF VIRGINIA.

To The Sheriff of Lee County, Greeting:

We Command You that of the Goods and Chattles of James F. Jones, J. H. Hyatt  
and John W. Scott

late in your Baliwick, you cause to be made \$ 225.82 with legal interest thereon from the 3rd day of  
Decr 1874, till payment, which C. L. Hamblen sum of  
J. F. Collins record

Lately in our circuit Court of Lee County has recovered against them by suit for debt  
also \$ 7.28 which to the said Hamblen sum as aforesaid  
in our Court were adjudged for his costs in that behalf expended, whereof the said  
Jones, Hyatt & Scott are

Convicted, as appears to us of record. And that you have the same before the Judge of our said Court at  
the Courthouse on the first Monday in April to render to the said Hamblen  
Adm & Co of the Debt and costs as aforesaid.

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Courthouse, this 27th  
day of January 1878, in the 10 2 year of the Commonwealth.

James W. Orr CLERK.

C. 5.28  
J 2.50  
S 1.50  
7.28

A Copy Teste

J. H. Hyatt

debt



L. L. Hambleton Adm to

vs J. H. Hambleton

Jas. H. Jones Adm to

no security to be taken

April Rules 1878

Executed by laying on  
Twenty head of sheep

March 29 1878, two

milk cows, one bull

two yearlings, one

three year old heifer

belonging to J. H. Jones

A copy to

J. A. S. Hyatt

clerk

See for copy 40

1875	March	Or. Day
1877	Feb	9 <sup>th</sup>
1877	March	30 <sup>th</sup>
1878	April	30 <sup>th</sup>
"	"	"
"	"	"
"	"	"
"	"	"

\$ 100.00
2098.00
100.00

24.00

08.00



# THE COMMONWEALTH OF VIRGINIA.

To The Sheriff of Lee County, Greeting:

We Command You that of the Goods and Chattles of James S. Jones, John W. Scott & John A. G. Hyatt

Late in your Baliwick, you cause to be made \$ 2258.27 with legal interest thereon from the 3<sup>rd</sup> day of Decr. 1874, till payment, which C. L. Hambley Adm<sup>r</sup> of  
James S. Collier deceased

Lately in our Circuit Court of Lee County has recovered against them by suit for Debt  
also \$ 12.18 which to the said C. L. Hambley Adm<sup>r</sup> &c

in our Court were adjudged for his costs in that behalf expended, whereof the said  
J. S. Jones, J. W. Scott, & J. A. G. Hyatt are

Convicted, as appears to us of record. And that you have the same before the Judge of our said Circuit Court at  
the Courthouse on the first Monday in August to render to the said Hambley Adm<sup>r</sup> &c  
of the Debt and costs as aforesaid.

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Courthouse, this 7<sup>th</sup>  
day of July 1881, in the 10 6 year of the Commonwealth

J. A. G. Hyatt CLERK.

Late to 4.60

A 2.50

S 1.50

C .58

\$12.18







# THE COMMONWEALTH OF VIRGINIA.

To The Sheriff of Lee County, Greeting:

We Command You that of the Goods and Chattles of

*James F Jones, John A Hyatt & John W Scott*

Late in your Baliwick. you cause to be made \$2288.27 with legal interest thereon from the 3<sup>rd</sup> day of

*Decr* 1874, till payment, which *Ed. L. Hambleton Admr of*  
*A. J. Holliesworth*

Lately in our Circuit Court of Lee County has recovered against them by suit for *Debt*

also \$ *9,860* which to the said *Hambleton Admr & c*

in our Court were adjudged for *his* costs in that behalf expended, whereof the said

*Jones, Hyatt & Scott are*  
Convicted, as appears to us of record. And that you have the same before the Judge of our said Court at

the Courthouse on the first Monday in *Sept*, to render to the said *Hambleton Admr, & c*

of the *Debt* and costs as aforesaid.

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Courthouse, this

day of *July* 1878, in the 10<sup>th</sup> year of the Commonwealth

*James W. Orr* CLERK.

*6 580*  
*A 2.50*  
*8 1.50*  
*9980*

*A copy sent*

*Ed. L. Hambleton*  
*John A Hyatt*  
*John W Scott*



1 copy sent to Mr. O. M. Orr  
 1 free for copy 100

Year	Month	Day	Amount
1875	March	-	\$100.00
1877	Febry	9 <sup>th</sup>	2098.00
1877	March	30 <sup>th</sup>	1000.00
1878	April	5 <sup>th</sup>	24.00
1878	"	20	20.00
"	"	"	4.00
"	"	"	100.00
"	"	15 <sup>th</sup>	80.00
"	"	10 <sup>th</sup>	
"	"	10 <sup>th</sup>	



Received Aug 10<sup>th</sup> 1880 of C. L. Hamblin admt. de bonis  
non of H. Gallie decd. the Sum of fifty dollars  
Toward my wifes distributive share of said Gallies  
personal estate.

A. C. Williams



A. C. Williams's  
Receipt  
To C. L. Hamblin



The following are the heirs of A. J. Callier dead.  
 Malinda<sup>1</sup>, George I.<sup>2</sup>, Mary<sup>3</sup>, Lucinda<sup>4</sup>, John B.<sup>5</sup>,  
 Francis M.<sup>6</sup>, Mary<sup>7</sup>, Thomas B.<sup>8</sup>, Isaac N. & Lucinda<sup>9</sup>, Elizabeth<sup>10</sup>,  
 James H.<sup>11</sup>, America<sup>12</sup>, Frances<sup>13</sup>, & Malinda Callier<sup>14</sup> the two  
 last under 21 years, and America is an idiot. The  
 next Callier with a widow - Susan Callier she is still living

The said Malinda married Scott Shupe the latter is dead  
 and Malinda lives in Kentucky.

Said to B

George I. Callier lives in Miss. Co. Mo.  
 Mary married Albert E. Williams - See above  
 Lucinda married John H. Dale both of them are dead.  
 They left the following children, David, Henry P. Dale, J. W.  
 Dale - who intermarried with N. P. Shumaker, George H.  
 Dale, Wm B. Dale & Isaac N. Dale the two last under 21  
 years of age. (All of whom live in Kentucky.)

Said to B

John B. Callier lives in Lewis & Clark Co. Ky.  
 Francis M. Callier is dead he left a widow Letitia Callier  
 who has married David Slings & two children David B.  
 & Samuel A. Callier (They live in Ky.)

Said to B

Mary Callier lives in Texas

Said to B

Thomas B. Callier lives in Ky.

Said to Bacon

Isaac N. Callier " " Ky.

Said to H. H. & he to B

Frances Callier married James H. Haggatt. They live in Miss.

Said to Bacon

Elizabeth " " John B. Shephard (Scott Co. Mo.)

James H. Callier lives in Tex.

- & America is an idiot & at home

Frances & Malinda both under 21 years & are at home



John B. Shepherd & Elizabeth his wife have sold their  
interest in said estate to Jas H. P. Bacon

Margaretta Shepley sold her interest in said estate to  
John Tilly (son of E. Shepley)

George L. Collier, John B. Collier, Wm. Collier, Thomas  
B. Collier & Isaac H. Collier, sold their interest in the personal  
estate to W. H. P. Bacon & the late W. H. P. Bacon & Co.

A. C. Williams wife David C. & Samuel H. Collier  
& J. H. P. Bacon assignors of John B. Shepherd & wife  
against

The heirs & other heirs of W. H. Collier decd.

A. C. Williams & Co.

Memorandum

W. H. P. Bacon & Co.

I do solemnly swear that Margaretta Shepley, Henry Dale,  
W. H. Shepley and J. H. Shepley his wife George H. Dale,  
Wm. B. Dale and Saml. H. Dale are not residents  
of the State of Virginia as I am informed and believe  
to keep me true.

A. C. Williams



Me Charles L. Hamblen Esq. of A. J. Gallie Esq.

Set. Whereas on the 14th day of April 1876 you as such agent  
obtained a judgment in the Circuit Court of Lee County against  
James F. Jones as principal and John A. T. Hyatt, and John B. Scott  
his securities for the sum of \$2258.27 with legal interest thereon from the  
3rd day of Decr 1874 till paid, and the costs, and which said judgment  
was rendered in what is commonly known as a nine months bond.  
And whereas since the rendition of said judgment sundry executions  
have been issued thereon, and placed in the hands of the Sheriff of said  
county, or his deputy to be by them collected, And whereas sundry  
of the executions thus issued were by the officers to whom directed  
levied by them on the property of said James F. Jones (the principal  
in said judgment) to an extent more than sufficient to pay and satisfy  
said judgment - principal interest & cost. And the same been sold in due  
time. And whereas you the said Hamblen from time to time  
neglected and refused and refused to sell said property, so levied  
on, or to direct the same to be sold as was your duty to do, but  
on the contrary you directed said executions to be held up and  
not enforced from time to time until the property so levied on  
was squandered and scattered and applied to the payment of other  
and junior executions against said James F. Jones. who is now in  
default so far as personal property is concerned, And whereas on the  
1st day of May 1877 the said James F. Jones failed to pay to John B. Scott  
deputy for Thomas S. Ed, Sheriff of Lee County who then had in his  
hands an execution in full force issued upon said judgment  
for \$150.00 which was a payment to that extent on said judgment & execution  
and which was at the time credited thereon.



And whereas you the said Charles L. Humble after said Sum had  
been so paid and credited did direct said Jas. H. Scott as such agent  
out of said Sum so collected, to have to Jas. H. Jones the sum of \$50.00, and  
the same was accordingly loaned, and the credit on said judgment  
and execution thereby reduced to the sum of \$100.00 where by the balance  
of the said it should be \$150.00 and the said credit was therefore so  
modified as to conform to the state of facts here presented, by which said  
several acts, you the said Charles L. Humble have forfeited all  
your right to call on said securities & either of them for any part  
or parcel of said judgment, but on the contrary they are by said several  
acts of yours totally released from all further liability, in account of said judgment.

And whereas you the said Charles L. Humble have caused to be  
issued from the clerk's office of said Circuit Court another execution  
on said judgment dated the 7th day of July 1881 against James  
F. Jones John A. G. Hyatt and John H. Scott for said Sum of \$255.27 with  
interest and costs as aforesaid, Subject to the following credits

\$100- paid March 1875, \$2098.00 and \$55.00 paid Feb. 9 1877.

\$100- paid March 30 1877. \$24.00 paid Feb. 5 1878, \$24.00 paid

Feb. 20 1878, \$40.00 paid Aug. 1 1878 & \$100- paid Oct. 10 1878.

on which you claim there is a balance still due, And which execution  
so issued, has been placed in the hands of Francis Miles deputy  
for Thomas D. Tate Sheriff of Lee County who has listed the same in  
the property of said John H. Scott one of said securities, and who is  
proceeding to sell said property to pay said supposed balance



Therefore take notice that on the first day of the August Term  
of the circuit court for Lee County in the year 1881, at the court house  
thereof I the said John W. Scott one of the justices of said James & James  
in said judgment will move said writ to quash said writ men-  
tioned execution and the levy thereon so far as I am concerned, for  
the cause herein before set out, and because the same is fully  
paid and for other reasons to be assigned at bar, and also for the  
costs of this Motion

July the 8th 1881

John W. Scott

By August Morgan



F. B. L. H. H. H.



August 27<sup>th</sup> 1881

Mr. C. S. Duncan

Dear Sir I am not well enough to attend  
Court I havent been so that I ride around  
for a month I had the depositions taken  
by my suit I do not now wheather they have  
been returned to the Clerks office or not  
I understand that they say that Skelt  
Willis and a woman will kill my depositions  
that I had taken they say that  
Ester and Calium are two going to know  
any thing about the transaction if Skelt  
is allowed to be a witness in the that  
suit I am too and the suit ~~only~~ to  
put of this Black woman Ester was  
born April 1837 and Cal still older  
Skelt was born Sept 11<sup>th</sup> 1839 Skelt will  
swear any thing that Tom Ely tells him  
to if the party ~~interested~~ can give  
evidence I want the trial put of attend  
the very best you can I want to be there  
but I am not able to make the trip

Yours fraternally

W. C. Willis



The Surgeon had been gone and wrote  
 some letters. Surgeon sent my wife to  
 get some food for him & she went with him.  
 When they came in and told Surgeon  
 of all that had happened, Surgeon asked me how  
 I was. I told him I was well & happy.  
 Surgeon then told me he had the money and they settled

Harriet J. Roughton  
 wife of R. H. Roughton  
entry



A small sketch of a fish-like creature, possibly a larva, with a long tail and a small head.



C. J. Duncan  
General Va





Mr C. L. Hamblin admr. of A. J. Bally ex decd.

You will please take notice that at the clerks  
office of the circuit Court of Lee County Virginia on the  
18<sup>th</sup> day of August 1881. we will proceed to take  
the depositions of Barr Bailey and John A. B. Hyatt  
and at the House of John Riddle in said county on  
the 20<sup>th</sup> day of August 1881. we will proceed to  
take the depositions of John W. Scott, Jas B. Scott and  
James F. Jones & others which are intended to be  
read as evidence in our behalf in a chancery suit  
now pending in the circuit Court of Lee Co. Va. in which  
we are plaintiffs and you and others are defts.

Aug 16<sup>th</sup> 1881

J. K. P. Barron & others by

Ayers & Morgan



J. K. P. Barron & others

vs } Notice 18 & 20 Aug /81

C. L. Hamblen Adm'r.

Executed by delivering to  
C. L. Hamblen a copy of  
the within Aug 16 1881.

Francis Miles D.D.  
for J. S. Eley D.D., &c



# The Commonwealth of Virginia.

To The Sheriff of Lee County, Greeting:

We command you to summon

*C. L. Hamilton, Admr. of A. J. Collier dec'd for  
W. A. Barron & John Willey and James W. Collier  
America Collier Francis Collier and Ardelia Collier John Willey  
and James W. Collier in their own right, and America Collier  
Francis Collier and Ardelia Collier*

To appear at the Clerk's Office of the Circuit Court of Lee county, at the Court House, on the first Monday in

next, being rule, to answer a bill in Chancery, exhibited in our said Court against

by

*A. C. Williams & Mary J. Williams his wife, David C. Collier  
Samuel A. Collier, J. R. P. Barron, Henry P. Dale, J. V. Shae-  
maker, W. P. Shoemaker, her husband, George H. Dale, Wm B  
Dale, & Isaac A. Dale the two last being infants who sue by  
A. C. Williams their next friend.*

And have then there this writ. Witness JAMES W. Orr, Clerk of our said Court, at the Courthouse, this

day of January 188 /, in the 10<sup>th</sup> year of the Commonwealth.

*James W. Orr,* Clerk.



A.M.

A. C. Williams et al.

3 1/2 Sp. M. L. H. 1881

L. L. H. 1881

Feb. 1881

I accept Loyal Service  
of the within. Jan. 25<sup>th</sup>

1881. L. L. H. 1881

Executed by delivery  
my each of the  
studies parties a  
copy of the 1881  
J. S.